

Nebraska Community Garden Toolkit

**Based on the Douglas County Community Garden
Toolkit developed by the Douglas County Health
Department**

**Prepared by the Nebraska Community Garden
Task Force
2016**



*Community gardener in Lincoln, Nebraska.
Photo by Taura Horn.*

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DIGGER'S HOT LINE

Call before you dig

You must call if you are going to disturb the dirt even if it is in your own back yard.

DIGGER'S HOTLINE STATEWIDE

(800) 331-5666 or submit a request online: www.ne1call.com/

Community Garden Checklist

Below is a brief checklist of items to consider as you develop your community garden.

1. planning the garden

- ☐ define your core group.
- ☐ determine the garden's vision that is guided by the needs and interest of the community.
- ☐ identify main purpose of the garden.
- ☐ decide who will the garden serve.
- ☐ choose your site.
- ☐ draft the garden's mission; clearly define who, where, what and how.

2. organize community members and establish core garden group

- ☐ define garden objectives.
- ☐ review and refine garden's mission.
- ☐ determine the level of support and commitment of participants.
- ☐ establish garden guidelines and garden budget.
- ☐ appoint a garden coordinator- leadership and organization are key to a garden's success.
- ☐ identify resources for practical and financial assistance; determine capacity for continuous maintenance.
- ☐ form committees to ensure all garden tasks will be completed.
- ☐ communicate guidelines to all garden participants and community partners.

3. develop the garden site plan

- ☐ test soil of potential garden sites.
- ☐ consider garden size, history of site, length of occupancy, water access, ease of access for community members, parking, and restroom facilities when determining garden site.
- ☐ acquire necessary lease/rental agreements.
- ☐ open bank account.
- ☐ obtain insurance.
- ☐ plan the garden around the garden mission statement.
- ☐ determine structures, plant types, and surface treatments that will be necessary to meet objectives within the gardens capacity.
- ☐ call the diggers hotline or submit a request online to check for underground lines – statewide phone number (800) 331-5666 or www.ne1call.com)





4. enrollment

- ☐ advertise the garden and solicit donations from these local groups and businesses early so that resources can be secured.
- ☐ distribute enrollment forms and assign plots well before it is time for first planting to begin.
- ☐ collect membership fees for gardens with rental plots or dues for garden club membership.





5. sustaining the garden.

- ☐ formulate partnerships with neighborhood groups, organizations, private businesses, schools, and spiritual or religious foundations of the community to determine interest in participation.
- ☐ recruit volunteers and mentors to share their skills or make other non-cash contributions.
- ☐ establish sources for plants, tools, soil amendments and water.




6. develop a work schedule for the season.

-  share the gardens calendar of activities, including fundraising efforts, work projects, committee meetings.
-  begin work on garden site as soon as soil thaws.
-  construct bins, stake plots, build beds, and garden sign.
-  assist gardeners with insect and disease problems throughout the gardening season.

7. encourage gardeners growing together.

-  maintain the garden site; tidiness benefits both yield and neighbor relations.
-  start garden programs - education is an essential aspect of all community gardens.
-  document garden success and community activities.
-  celebrate throughout the season with special events such as garden pot lucks, picnics/barbeques, watermelon feeds, concerts, etc.

8. wrapping up the growing season

-  celebrate the garden harvest as a community with a harvest party.
-  invite community members to help cover plants, amend soil, repair, clean and store tools.
-  evaluate program success, challenges and inventory supplies.

What is a Community Garden?

Community gardens are any piece of land gardened by a group of people, especially in an urban area.

In Nebraska, a total of 184 gardens were found by the Community Garden Task Force in the fall of 2016. A full list including as much contact information as was found, and a map, is available at www.ourbesttoyou.nebraska.gov/

Why start a community garden?

Community and home gardens are an essential part of a vibrant, livable, and sustainable city. Community gardens have many benefits for not only individuals, but the community as a whole. They increase the health of individuals through better nutrition, opportunities for exercise, education, and help reduce stress through nature and social interaction. They help in establishing a sense of community identity, ownership and stewardship. Community gardens allow those that have limited yard space, live in apartments or have a shady yard to grow fresh, healthy food. Community gardens are a place where all ages can learn and share knowledge related to gardening, cooking, nutrition and health. They can also increase the income of the community by offering a product to sell or offset purchases from the grocery store. Research has also shown that community gardens can help reduce crime and in some cases increase surrounding property values. Below are descriptions of the different purposes community gardens serve. Gardens may have one or more of these purposes.

Donation/Pantry Garden

As the name suggests donation gardens donate the vegetables and fruits they grow to local food pantries.

Youth/School Garden

Youth/School gardens provide an excellent hands-on learning environment. Children learn science, math, and language in the garden as well as many other subjects through garden projects. In addition children learn valuable lessons in working as a team, decision-making, life skills and compassion.

Neighborhood Garden

Community gardens in neighborhood parks or vacant lots can consist of individual family plots or a group gardening effort. These gardens provide an opportunity for neighbors to come together and grow nutritious food while creating a beautiful green space for community members to spend time.

Therapy Garden

Therapy gardens provide an opportunity for physical, emotional and spiritual health and healing. Gardens at hospitals, clinics, or special needs schools provide therapy to the disabled as well as an inexpensive source of nutrition. Gardens at elder care centers inspire residents to get exercise and fresh air while working with their neighbors in a community setting.

Market Garden

Community gardens can provide a source of income for low-income residents as well as entrepreneurs. Local growers sell produce to individuals, restaurants and in farmers' markets.

Demonstration Garden

These gardens are often open to the public for display and classes. They are managed and maintained by garden members or a participating gardening group such as extension Master Gardeners.

Adapted from UrbanHarvest at www.urbanharvest.org/programs/cgardens/types

Planning the Garden

Planning your community garden involves many factors. This section of the toolkit covers multiple areas that include:

- Involve your Neighbors
- Determine the Garden's Vision
- Organizational Considerations
- Organizing Volunteers
- Job Duties to Consider
- Creating Positive Community Relations
- Garden Safety
- Incorporating Neighbors into the Garden

Involve your Neighbors

Starting a community garden is a big job and will be easier if you have individuals who are interested and involved. If the project is meant to benefit a particular group or neighborhood, it is essential that the group be involved from the beginning. To find interested individuals, you can network with others in your community, your church, community center, and neighborhood association.

Ideas to get the word out about the garden include calling neighborhood individuals, placing an article in your neighborhood newsletter, sending mail or emails, sharing information on your individual and community group social media pages, developing flyers to take door to door, and putting up signs in the area, or at a neighborhood event.

Determine the Garden's Vision

The vision of a garden is guided by the needs and interests of the community. The vision is defined by where the community sees itself starting from and by defining the garden's objectives. Beginning with broad goals will help you define the main purpose of the garden. Will the garden be used for food production, community building, service learning, environmental education, therapy, recreation or any other key goals? The goals of the garden are the foundation of its vision. Take into consideration who the garden will serve. A garden's goals should clearly define the who, what, and where of the garden.

Organizational Considerations

What sort of garden do we want to start? Many garden groups are organized very informally and operate successfully. Leaders take the initiative to propose ideas and carry out tasks. However, as the workload expands, many groups choose a more formal structure for their organization. A structured program is a conscious, planned effort to create a system so that each person can participate fully and the group can perform effectively. It's vital that the leadership be responsive to the members. Structure will help an organization to last; it will promote trust; it will help your group grow and create new opportunities for leaders to develop.

There are many tasks and responsibilities involved in a volunteer effort to plant, manage and harvest produce. Knowledge, skills, availability, flexibility and commitment are important considerations.

It helps to have one person, a coordinator, in charge of the overall effort. He or she will develop a schedule with daily, weekly and seasonal tasks, determine what resources are needed and how they will be obtained, and keep track of tasks. Small group leaders can be helpful if many people are working together. Leader roles might include directing volunteers parking, providing water or cool beverages for volunteers, arranging for bathroom access or documenting the group's progress.

If your group is new, have several planning meetings to discuss your program and organization. Some questions that will help guide you in development of your organization are: what are the short and long term goals? How will decisions be made? How are leaders chosen? How will work be shared? How will funds be raised to sustain the garden project? Is the garden organization open to change – flexibility is important when goals and members change.

Organizing Volunteers

Volunteers bring many different talents and resources to your garden project. Some volunteers who are avid gardeners may want to bring their own tools and equipment while other volunteers may need tools and training to be good helpers. Involve volunteers in the scheduling process so that individuals can share knowledge, equipment and skills with each other.

Discuss potential problems and formulate a plan on how they will be addressed. An example would be a plan of action for a volunteer who cannot or will not fulfill his or her commitments. Decide where and which volunteers will report problems with equipment, tools, animal and vandal problems.

Job Duties to Consider

Certain leadership roles and functions must be completed in order for a community garden to be organized and sustainable. Below is a list of nine categories with specific job functions and descriptions that will need to be considered. This will help to ensure that all necessary functions are completed.

Coordination - provides organization and facilitation of all activities within the garden. Who is the lead contact for the garden, manages gardeners and interacts with community members, other organizations, etc.

Garden Maintenance - provides the care and maintenance of garden area including pathways and borders. Ensures that garbage is disposed of properly, manages the compost bins, keeps the garden free of litter, and identifies priority areas for common area maintenance.

Maintenance & Repair - purchases and repairs structures and equipment, tools, benches, trellises, sheds, hoses, etc.

Events - develops and coordinates garden and community events. Organizes and works with other gardeners and community members to ensure that all events are handled smoothly.

Membership & Plots - recruits and manages garden members, assigns plots, collects money for plots, manages plot usage, maintains waiting list, coordinates orientation for new gardeners, measures and stakes plots, restores abandoned plots and maintains membership contact information.

Outreach & Community - creates a garden newsletter, manages public relations, maintains website and social media pages, and documents activities of the garden.

Water - regulates water usage, keeps garden well-watered, manages water barrels, manages the hoses and provides access at specific times during the growing season. Ensures that water is turned on in the spring and off in the fall.

Pest Control - monitors, reports and treats for pest problems including weeds, insects and animals.

Supplies - secures seeds, plants, mulch, soil amendments, dumpsters, etc. for the garden season. Coordinates the delivery of mulch as well as any other gardening supplies that will be needed on a consistent basis.

Treasurer/Finance - prepares detailed budget, collects and disburses all garden monies, keeps financial records, deposits money, keeps track of volunteer hours and items, which might be donated “in kind”

(goods and services, instead of cash). Many organizations that provide funds do so on a matching basis and will usually consider “in kind” donations to be acceptable. This committee should also identify and approach sources of funding, both public and private.

Signage – In charge of signs for whole garden, individual plots and labeling of plants.

Program manager – manages programs for adults, children and teens.

Adapted from www.gardeningmatters.org/Resources/Job_Descriptions.pdf

Positive Community Relations

Fostering positive community relations is essential to a garden’s success and sustainability in a community. Below three main topic areas are covered: safety, children’s plots, and people problems and solutions. Practical suggestions within these topics will help to ensure that a positive community relationship is developed with your garden.

Garden Safety

Safety is a common worry among community gardeners. However, the fear tends to be much greater than the actual incidence. Try these other proven methods to promote safety:

Adapted from urbangardener-bert.blogspot.com/2009_08_01_archive.html

Site design can help promote safety:

When choosing a site look for a well-lit area that is easily seen from the street.

Design the garden to be inviting and safe. Ensure that all areas of the garden can be seen.

Create a shady meeting area in the garden and spend time there. Make a sign for the garden. Let people know to whom the garden belongs and that it is a neighborhood project. Maintain the garden by keeping it clean and fix all problems as soon as possible (fences, gates, compost bins and sheds).

Fences can be made of almost any material. They serve as much to mark possession of a property as to prevent entry, since nothing short of razor-wire and landmines will keep a determined vandal from getting in. Short picket fences or turkey wire will keep out dogs and honest people.

Involving the community can promote safety:

- Invite everyone in the neighborhood to participate from the very beginning. Persons excluded from the garden are potential problems.
- Involve the neighborhood children in learning about gardens. They can be the garden’s best protectors.
- Make friends with neighbors whose windows overlook the garden. Trade flowers and vegetables for a protective eye.

How plants can help promote safety:

- Plant raspberries, roses or other thorny plants along the fence as a barrier to fence climbers.
- Harvest all ripe fruit and vegetables on a daily basis. Red tomatoes falling from the vines invite trouble.
- Plant potatoes, other root crops or a less popular vegetable such as kohlrabi along the sidewalk or fence.
- Plant the purple varieties of cauliflower and beans or a white eggplant to confuse a vandal.
- Plant a “vandal’s garden” at the entrance. Mark it with a sign: “If you must take food, please take it from here.”

Incorporating Neighbors into the Garden

Angry neighbors and bad gardeners pose problems for a community garden. Usually the two are related. Neighbors complain about messy, unkempt gardens or rowdy behavior. It is important to keep good relations with neighbors, local politicians and potential sponsors. Therefore, choose your rules and regulations carefully so you have procedures to follow when members fail to keep their plots clean and up to code. A well-organized garden with strong leadership and committed members can overcome almost any obstacle.

Children included in the garden process become champions of the cause rather than vandals of the garden. Therefore your garden may want to allocate some plots specifically for children. The “children’s garden” can help market your idea to local scout troops, child care centers, foster grandparent programs, church groups, etc. Ideas for the children’s garden include having a sunflower house, bean teepee, squash archway, maze or even a digging area. Making garden plots into themes such as an ABC garden, a pizza for salsa garden, a sensory garden or an international garden with plants that grow in this area from other countries. Other ways to increase youth participation include offering free small plots in the children’s garden to children whose parents already have a plot, offering gardening education to children and having a youth advisor on the garden committee.

Choosing Your Site

Choosing the site for your community garden includes looking at a variety of different items. From water access to the size of the land are some of the things that will need to be considered. This section of the toolkit will provide you with background information and useful tips on how to choose your site. See www.douglascounty-ne.gov/gardens/ for sample documents related to this section including Community Garden Site Assessment List, lease agreements, land use permission forms and a property owner letter.

Ideally when looking for a garden site you should think about the following:

Site considerations

- Minimum of 6 Hours of Sunlight

- Access to Water

- Knowledge of Past and Current Use of the Land

- Soil Tests

- Size and Location of Site

Securing the Site

- Permission of the Land Owner

- Cost considerations

- Insurance

Site Considerations

Minimum of 6 Hours of Sunlight

The garden site needs at least six hours of direct sunlight per day during the spring, summer and fall. Additional hours of sun will increase the yield and quality of your crops.

- Fruiting Vegetables need 8 hours of sun. This includes tomatoes, peppers, eggplants, and vine crops such as cucumbers, melons, and squash.
- Root Vegetables need 6 hours of sun. This includes, carrots, beets and potatoes.
- Leafy Vegetables need 4 hours of sun. These are greens such as lettuce, spinach and collards.
- Although vegetables may get enough sunlight when planted next to a tree they cannot compete with the tree and will not get enough nutrients and water.

Adapted from All Wood Work at www.allwoodwork.com/tips/howmuchsun.htm

Access to Water

Your startup costs will be much less if there is existing water on the property. To find out if the site has a water meter, contact your local water utility service and give them the address of the property.

If there is no water hookup on the property your options may include:

1. Make friends with one of the property neighbors. They may allow you to use their water and just pay for the water used or may be willing to donate water to the garden.
2. Implement rain barrels to store water for a minimal startup fee. Learn more about rain barrels at byf.unl.edu/rainbarrels and www.nebraskah2o.org/2011/rain-barrels. Call your county's Extension office for more information.
3. Bring water to garden site. (Use gallon jugs to cart water.)
4. Find a plumber to hook up to the main and install a meter. Contact your local plumbers union or the public utility service for a list of Master Plumbers who can tap into your community's water main line.

There is a cost for tapping into the main line and for a city permit that is necessary for this project. The final cost will vary depending on the plumber and the hydrant or valve you have chosen to install. It is important to look at the cost factor when deciding if you are going to use this land, especially if you are leasing from another individual whose property will be improved with your funds.

Knowledge of Past and Current Use of the Land

It is important to know the past and current use of the site you are looking at.

Some questions to ask would be what is the history of the lot and is there any contamination? Some urban soils may be poor and contain large amounts of rubble. These sites may require raised beds and fresh soil. What is the present use of the land? Does it currently attract loitering, dumping or drug dealing? Do neighborhood youth use the land for recreation? Consider these present uses and the feasibility of altering the function of the site.

To find out more information you can contact your local government building & permits department or health department. They will be able to inform you of the locations certificates of occupancies

Soil Tests

Before you enter into an agreement with a landowner it is important to test the soil for nutrients and heavy metals to see if the soil is safe and good for growing. In addition to finding out if the soil is usable, it can also help you with the budget and decide if a raised bed and fresh soil are needed or if you need to look for another site. Every community garden should have a regular lead testing and safety program.

- Do not start a garden in a yard or lot that has not been tested.
- Do not start a garden in a yard with an unsafe lead level.
- The site can be cleaned up and a garden can be started, but retest the site first.
- Container gardens or raised bed gardens are options.
- Test for lead and other possible pollution once a year.

Remember: Before you dig – contact the Diggers Hotline at www.nelcall.com or at 800-331-5666.

Size and Location of Site

Community gardens can be located in an area that is any shape or size. However, it is important to make sure the size is able to accommodate the number of volunteers and additional gardeners who may be interested in a plot. The garden should also be large enough to achieve the goals and objectives that were set forth for the garden. Other questions to consider include: Are you going to have children's plots? A donation plot? Areas to rest? Compost? Storage Shed? Plan your garden at a site that is convenient to the community and interested gardeners. The need for weeding, watering, pest control and harvest means frequent visits to the garden. A garden that takes a lot of time to get to usually doesn't succeed.

Other items to consider

- The site should be relatively flat, however slight slopes can be terraced.
- Free of large rocks, trees or concrete pieces.
- Debris should be easily removable by volunteers and truck access.
- Concrete or asphalt sites can be used with raised garden beds but this is not ideal.
- Is the site visible? A visible site will be safer and attract more neighborhood support.
- Is the site fenced?
- Can a truck gain access to the lot? This can be useful to bring in garden supplies, plants and water if necessary.

Securing a Site

Permission of the Land Owner.

It is necessary to ask permission of the landowner before you use any land. A form for land use or a lease agreement may be necessary to protect your garden for a period of time. See sample land use permission form and sample lease agreement in the appendix. When starting a community garden, it is important to look long-term and try to get a lease or agreement which allows the space to be used at least for 3 years. Some locations may need more preparation in developing the site by removing debris, trees, rock, etc. A longer lease will make the preparation work more acceptable knowing that you will not lose the site the next year. This will help in the budgeting as well as the commitment of the community.

If the owner of the land is not known, first ask a neighbor. If the owner is still unknown write down the address and nearest cross streets. If you do not know the site address, write down addresses of properties on each side of the lot. This will allow you to make an educated guess as to the address of the site.

1. If you have access to a computer go to the County Assessor's website and click on the valuation lookup.
2. If you do not have access to a computer you can call the Assessor's office to request the information you need.

Cost Considerations

When starting a community garden there are multiple monetary considerations. Will there be a cost to use the garden site? How and when will bills need to be paid? Can you find sponsors (either private donors, or local businesses) to fund the garden's start-up? Estimate how much will you need for dirt, seeds, tools, plant stakes, water hoses, and fertilizer based on how much land you have. Estimates for most community gardens are between \$1,000 to \$4,000 to start, but small ones can be started with as little as \$200.

Insurance

It is becoming increasingly difficult to obtain leases from landowners without liability insurance. Garden insurance is a new category for many insurance carriers and their underwriters are reluctant to cover community gardens. It helps if you know what you want before you start talking to agents. Two tips: you should probably be working with an agent from a firm which deals with many different carriers (so you can get the best policy for your needs) and you will probably have better success with someone local who has already done this type of policy or one that works with social service agencies in the area.

Budget

Developing the Budget
Sample Budget
Cutting Costs

Developing the Budget

When starting a community garden it is important to know how much it will cost. Developing a budget for the garden will help decide how much money you will need to raise through plot charges, fundraising and donations. This will also help if you are going to apply for a grant as they will ask for a detailed budget. And remember, it is better to find out that you have too much money than not enough!

Before developing your budget it is important to determine everyone's vision for the garden. You may find that people have different ideas about the types of features they would like to see in the garden. You may also find that some of the ideas may be too much for the first year.

It is also necessary to find out what resources are available to gardeners in your group, and what materials may be donated or loaned to you. This will help you have a more realistic picture of overall costs.

Most importantly, you must determine your water supply source. If you do not have a water supply on the property and you want municipal water supply, this water installation will be your most expensive feature. If you do not have a municipal water supply on site or from a neighbor nearby, there are ways to collect water from nearby roof structures and uphill landscapes. Depending on the water availability, you will plan the annual/perennial nature of the garden accordingly.

Figuring the size of your garden is one of the most important first steps in the process of estimating costs. You can use a tape measure to measure the size of your garden, or a long piece of rope. Just mark the rope at the correct point, and then measure the rope.

It is important to list everything that you may want to include in your garden, beyond the basics of plants, soil, etc. The following list is useful in looking at the many items needed for a community garden.

Planning

Garden layout and design costs
Plot rental fees

Plants and flowers

Flower and vegetable plants
Perennial herbs, vegetables and fruits for communal use
Seeds
Shrubs and Trees
Plant pots, tubs and containers

Fittings and furniture

Water supply
Lights
Electrical supply and cabling
Irrigation Supplies
Chairs/Benches and Tables

Materials

Hand tools
Larger Tools
Soil
Compost and/or Fertilizer
Compost bin
Fencing
Slabs and paving
Materials to build raised beds
Patio paving materials
Bricks and path edging materials
Chipping, pebbles and stones
Wood chips
Cover Crop Seed
Grass seed

Outdoor structures

Shed
Greenhouse

Contractors' services

Professional labor costs
General labor

Other costs

Machinery Rent
Gasoline/Diesel

Sample Budget

Cost varies greatly depending on size and design, so plan your garden accordingly. Most community gardens will cost between \$1,000 and \$4,000 initially. If the site needs a water hookup, budget at least an additional \$5,000 for a municipal water supply hookup. There will also be a few hundred dollars a year in maintenance costs. If these numbers sound overwhelming to you, keep in mind it is possible to build a small community garden for much less if you are creative with found materials for bed edges and composting techniques to build your own soil. Annual up-keep can be supplemented from produce sales at farmers' markets. The information below will help you calculate your costs.

This sample budget includes:

- Raised bed frames
- Soil amendments - compost, etc.
- Mulch
- Path materials
- Fencing (optional)
- Water connection and irrigation
- Tools
- Storage (optional)
- Fertilizers & pest repellents
- Seeds and young plant

Raised Beds

Raised beds can be made out of different materials. Examples include wood boards or concrete blocks. If using wood, avoid pressure-treated or creosote-soaked wood. Beds can be constructed from 8x8x16 concrete blocks either hollow or solid. A raised bed can be any length, or width, and from 6 to 16 in. high. For the purpose of this budget, we will use a bed 10 ft. long, 4 ft. wide and 8 in. high.

How to calculate the number of 8 x 8 x 8 inch blocks per bed:

Length: 10 feet long interior x 12 = 15 blocks of 8 inches long

Width: 4 feet wide interior x 12 = 6 blocks of 8 inches long

Total blocks: (Long side x 2) + (Short side x 2) + 4 blocks (for the corners) = total blocks per bed
(15 x 2) + (6 x 2) + 4 = total blocks 30 + 12 + 4 = 46 blocks

Blocks needed per bed: 46 plus some extra in case of broken blocks

Contact your local dealer to obtain the current price for 8 X 8 X 8 hollow blocks and multiply that number times the total number of blocks needed to obtain the price.

Soil for the Beds

To calculate the number of cubic yards (commonly referred to as yards) you will need to measure the width and length of the interior of your beds. Using our example above that would be an interior width of 4 feet and an interior length of 10 feet. Then you need to know how deep you want the soil to be. For our example we will use 8 inches. Once you know these numbers plug them into the following formula.

Length in feet x Width in feet x Depth in Inches / 324 (number of inches in a cubic yard) = cubic yards

An Example for our numbers: 10 feet x 4 feet x 8 inches / 324 = .99 cubic yards.

As a general guide, 1 cubic yard of dirt is equivalent to 1.5 tons. Cubic yard calculator website: www.soildirect.com/calculator/cubic-yard-calculator/

Order 5% to 7% more soil to account for settling. When you order your soil, round your order to the nearest ½ yard or full yard. Order the soil a week in advance to be delivered a few days in advance of the day the garden will be built. Wet weather can postpone delivery so check the weather ahead of time and have a plan for rainy weather.

Mulch

To determine the amount of mulch you need for your garden, take the result for the amount of soil you need from above, and simply multiply it by 0.375.

Path Materials

Options include but are not limited to mowed grass clippings, mowed lawn, groundcover plants, mulch, crushed granite, crushed limestone, brick, urbanite(broken concrete) and flagstone. You will need to research each option and choose the one that fits your budget and maintenance routine. One local community garden has a member pick up grass clippings around the neighborhood to use for the path material.

Here's an example:

4 pathways 3 ft wide and 10 feet long. For mulch you will need 3 to 6 inches of wood mulch or dry leaves

The formula: Length in feet x Width in feet x Depth in Inches/324 = cubic yards

Our Example: 10 ft x 3 ft x 3 in/324 = .03 cubic yards.

Multiply by the number of paths to get the total.

Fencing

A fence with a locked gate is sometimes an essential component of your community garden. If fencing to keep out people and dogs is all that is required, a 4 ft. chain link fence may prove adequate. In some settings, 6 ft. will be necessary. Fruits may need a 10 ft height fence. Fencing costs can only be estimated on a case by case basis.

Water Connection and Irrigation

As mentioned under Choosing Your Site, water costs can be estimated on a case by case basis if the land has no initial access to water. If the land has a water hook up you can contact your local water utility to identify rough estimates for monthly water usage.

Tools

A good quality long handled spade, a garden (short-tined) fork, a garden rake and either a hoe or some other weeding tool cost about \$15 - \$20 each. Felco pruning shears (about \$50 each), loppers (\$20) and saws (\$20) are great for pruning fruit. You will need \$75-200 worth of cages, stakes, and trellising materials if you do not have the access to brush and tree trimmings. Visit garden shops and hardware stores to budget for the other tools you will need: wheelbarrows, shovels, rakes, hoses, etc.

Storage

Storage of tools and other garden materials on the garden site can come in many forms and may not be necessary for all gardens. It is important to have secure storage available if any tools or other garden materials will be kept at the garden site long term. Storage units can be purchased from local hardware or garden stores or maybe constructed by gardeners or community members from recycled materials like pallets. The size will depend on the size and material used to construct your storage.

Seeds and Young Plants

Seed costs vary greatly depending on what you choose to plant and where you choose to buy your seed. Additionally if you plan carefully it is possible to save seeds from your own plants thus reducing the cost of new seed over time. The basic essentials for seed starting include; containers, potting mix, seeds, labels/markers, plastic bags or covers, water and a light source (if you don't have a bright window you will need some kind of fluorescent or high density plant light).

Along those same lines growing your own transplants is highly cost effective. In season, you can find transplants for about \$2 each.

Adapted from urbanharvest.org/programs/cgardens/startguide/budgeting.html

Cutting Costs

Unless you have unlimited funds, it will be necessary to find ways to cut your costs. There are a lot of creative ways to save money - get together with your team and brainstorm!

Rent, Loan and Trade

Rather than purchase expensive tools or equipment, see if there is anywhere you can access these resources for free or at a minimal cost. Solicit neighbors, businesses, and even schools or universities for these types of materials - offering a trade, like fresh produce from your garden, may be as good as paying cash! Trades are a type of "currency" that can help keep your costs down. Letting people use the garden for parties or classes, offering gardening lessons, cleaning a neighbor's yard - these are all ways to save your money for other needs.

DIY is the Way to Go

Utilizing the skills of your project team is one way to minimize costs. Rather than hiring professional help to do work like building permanent structures or tilling the soil, find out what type of experience people in your gardening group have. You may be surprised!

Trash to Treasure

From using old barrels as planters to using milk bottles as mini-greenhouses, there is almost no end to the creative ways you can give old materials a new life in your garden. There are plenty of books out there that can give you ideas - check with your local librarian or visit the project design gallery and online resource library from www.rebeltomato.com. Once you have an idea, you can collect supplies from gardeners, neighbors, thrift stores, garage sales, flea markets, junk yards, etc.

Plant for Less

There are a few ways to reduce the amount of money you will have to spend on plants for your garden:

- Start your own plants from seeds.
- Collect seeds from your garden for replanting the next year.
- Get cuttings or divisions from someone you know.
- Attend a plant swap.
- Check with nurseries to see when plants go on sale or if they will donate plants.
- Contact a local community gardening association to see if they offer plants or seeds free of charge.
- Check with local horticulture schools or programs - they sometimes sell plants, usually much cheaper than commercial growers, or may donate them.
- Most seed companies have a donation program for the previous year's seeds, which they will send you for free or for the cost of shipping. Check your favorite seed company's website.

Utilize Local Expertise

From advice on planting times to information on funding resources or inexpensive local contractors, your local Extension Master Gardeners may be able to provide you with some great practical and technical advice that could save you money in the long run. Contact your local Master Gardeners.

Cultivate Your Site

This section addresses how to prepare and develop your garden. Included in this section are the following topics as well as sample garden designs, plot agreements and gardener applications.

Prepare the Site

Develop the Site

Design your Garden

Plot Size

Garden Design

Compost Area

Gather Resources

Prepare the site

Unless your site was already a garden, it will be necessary to go through and clean the area before you can put in the garden. Set up a cleaning party for interested gardeners, divide up the jobs and let the fun begin. Remember to schedule a truck or dumpster if necessary or have an alternate plan to dispose of trash. If you have bricks or rocks on your site, try to incorporate them in the garden design. Arrange for land preparation—plowing, tilling, etc--or let gardeners do their own preparation.

Develop the Site

Design your Garden

Draw out the design using graph paper or an inexpensive landscape design software program.

You can also contact your local master gardener program to see if they can help you with your garden design. Transfer the blueprint to the site using stakes and twine to lay out rows.

Remember to include:

- Paths of about three feet between rows for workers and wheelbarrows. Paths can be as simple as mulch laid over cardboard.
- Benches where volunteers can rest.
- Storage Shed with an overhang that provides shade if you have space.
- Rain barrels to store rain catchment water, many barrels or totes may be necessary.
- Markers for plots with gardeners' names.
- Location for compost area.
- A plan for the perimeter of the garden such as flower or shrub beds to promote good will with non-gardening neighbors.
- Rainproof bulletin board for announcing garden events and messages.

Plot Size

There are no regulations that dictate the size of a community garden, however, you will want the size of your garden to reflect the number of gardeners you have. Some gardens have a 4x10' plot for each garden, others allot multiple 10x10' spaces to each family based on need.

Garden Design

Draw out the garden design using graph paper or if you have access to landscape design software you can use that as well. When completed, transfer the blueprint to the site by laying out rows with stakes and twine. You will need to factor in about three feet between rows. This will allow easy access for workers as well as their wheelbarrows. You can use mulch laid over cardboard or newspaper as your paths. If space allows, consider adding a shed for storing tools. A shed with an overhang is a great way to provide shade. Include rain barrels to catch rainwater.

If you are working with poor soil, raised beds offer an option. Beds should be between eight to ten inches deep to allow for root formation.

If the garden property has a contour, try to collect all inputs (materials, tools, water supply, mulch, compost, etc.) at the top of the property. Subsequently, all work is a downhill wheelbarrow trip or downhill irrigation.

Compost Area

When designing a community garden, it is worthwhile to consider setting up a utility area where compost can be produced and where gardening materials can be stored. It will not always be sensible to locate these functions in the same area. Locating compost production adjacent to the growing area makes sense. If the raw material for compost production is delivered to the community garden, the facility might be better located adjacent to the gate or unloading point to minimize its movement, providing this is still close to the garden. The area set aside for compost production should be sufficient to accommodate the movement of compost into and out of bays or bins. That is, there should be enough working space.

While compost is a beneficial part of any garden project, there are two considerations to keep in mind. First, unless a significant amount of space is set aside, community gardens can't produce enough compost to maintain nutrient levels in the garden, and therefore external resources will need to be brought in regularly. Second, tomato vines, okra stalks and other woody materials break down slowly unless finely chopped. Larger gardens may find it is best to haul these materials to a community compost facility.

Gather Resources

Tools: There are many ways to obtain gardening tools. Individual gardeners and volunteers may bring their own tools, you may receive tools as donations or in-kind contributions to the garden or the purchase of needed tools may be possible through dues or fees. It is important to clearly identify community tools, try painting the handle a bright color, this way there will be no misunderstanding of what tools should be left at the garden site. Be sure to have either a shed or locked container that all tools can be placed in. This will help keep the tools in good working condition (cut down on rust, etc.) and provide a safe environment.

Manage Your Garden

In order to manage your garden you will need to develop garden guidelines. The core garden group should aid in the development of the garden guidelines and should reflect the mission of the garden. This section provides information on:

Developing Garden Guidelines

Managing Your Garden

Consequences

Celebration In The Garden

Garden Expectation

Communicating Garden Guidelines

Sample Forms Included in the Appendix:

Dundee Community Garden Guidelines and Rules

Dundee Community Garden Watering Guidelines

Community Garden Plot Agreement

Gardener Application and Garden Use Agreement

Hold harmless agreement

Land Use permission form

Letter to Property Owner

Community Garden Site Assessment List

Model Garden Agreement

Developing Garden Guidelines

Having written rules or guidelines are very important with both existing and new gardens. These guidelines spell out exactly what is expected of a gardener and make it easier to expel an individual from the garden if a problematic situation arises. Some common issues that most gardener guidelines address are: application or membership fees, plot maintenance, garden maintenance, planting restrictions, end of season requirements, composting, materials and tools, pesticides, water, pets, children, unwanted activities, and violation of garden rules.

Below are sample guidelines and rules:

- I will pay a fee of \$___ to help cover garden expenses.
- I will have something planted in the garden by (date) and keep it planted all summer long.
- If I must abandon my plot for any reason, I will notify the garden leadership.
- I will keep weeds at a minimum and maintain the areas immediately surrounding my plot if any.
- If my plot becomes unkempt, I understand I will be given 1 week notice to clean it up. At that time, it will be re-assigned or tilled in.
- I will keep trash and litter out of the plot, as well as from adjacent pathways and fencing.
- I will participate in the fall cleanup of the garden.
- I will plant tall crops where they will not shade neighboring plots.
- I will pick only my own crops unless given permission by another plot user.
- I will not use fertilizers, insecticides or weed repellents that will in any way affect other plots.
- I agree to volunteer hours toward community gardening efforts. (include a list of volunteer tasks which your garden needs).
- I will not bring pets to the garden.
- I understand that neither the garden group nor owners of the land are responsible for my actions. I THEREFORE AGREE TO HOLD HARMLESS THE GARDEN GROUP AND OWNERS OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

Managing your Garden

Leadership at a community garden is a vital part of any garden's ultimate success. It is important that an individual or a small group of individuals take on leadership roles within the garden. While garden leaders may typically wear many different hats, their primary role is to help other gardeners find meaningful ways to be involved in the garden. All too often, garden leaders take on the responsibility of coordinating meetings and workdays, making plot assignments and drafting and enforcing rules when they could be enlisting the help of other garden members to do these and other jobs. Regardless, learning to be a leader takes time. It also requires the willingness and ability to lead by example. When managing a garden, being sure to take stock of both success and challenges can be a very useful activity.

Consequences

Should the situation arise that a gardener or volunteer are disregarding the guidelines of the garden, a clear course of action should be identified. It is important that consequences of disregarding guidelines be clearly communicated to all individuals involved in the garden. Remember that face-to-face discussions of garden expectations are best whenever possible. Possible examples of recourse are: fees, removal or termination of plot agreement, education to resolve problems or the development of a warning system. Be sure to have the input of the core garden group in development of these consequences. These should be included in the garden guidelines as well as plot agreements.

Celebration in the Garden

Remember to celebrate your successes. This is a great way to get your gardeners together and enjoy the fruits of your labor. Some ideas to celebrate include:

- Garden Pot Luck
- Harvest Parties
- Picnics/BBQs
- Watermelon feeds
- Concerts in the garden
- Create a newsletter
- Start your garden website - then blog about your success
- Create a Facebook page and share photos and recipes

Garden Expectations

Providing gardeners with clear and concise information on what is expected of them in the garden and what they can expect back in return is a great way to ensure open communication between gardeners. It may be beneficial to include in the garden guidelines an outline of expectations.

Communicating Garden Guidelines

Communication is essential to the success of a community garden. To ensure that all individuals participating in the garden are aware of the garden guidelines you can do multiple things:

- Post guidelines at garden (in a waterproof bulletin board)
- Include guidelines in plot agreements and have gardeners sign that they have seen and read the garden guidelines
- Include guidelines in the garden newsletter and any other outreach material for the garden
- Make sure you have a current phone, address and/or email for each gardener
- Be sure to inform your gardeners where they have permission to use the restroom or portable toilet

Health and Safety

Community gardens must be maintained for the safety of gardeners and visitors.

Community gardens can improve the physical, mental and social health of individuals who utilize the garden. Community gardens provide opportunities for recreation, exercise, therapy and education as well as social interaction and nutritious food. To ensure these benefits are realized it is important to minimize health and safety hazards in the garden. Garden safety is about common sense and thinking about what we do. This section includes information on health and safety and is divided into:

- Policies
- Children
- Construction
- Hold Harmless Agreements
- Equipment Safety
 - Storage
 - Tool Use
 - Power Tools
- Physical Hazards
- Personal Safety
- Chemical Hazards

Policies

Developing health and safety policies specific to your garden is necessary to ensure these benefits are realized.

A reasonable community garden management strategy can include health and safety awareness. Here are some simple steps to raising Health and Safety awareness:

1. At meetings include safety and health items on the agenda.
2. As gardeners sign up for the season, review health and safety issues with them.
3. Post health and safety signs around the garden.
4. Do a thorough inventory of potential hazards at the start of the season and correct them.
5. Do periodic health and safety inspections; for example at the first or end of the month.
6. Ask gardeners to look for, report and correct (if possible) health and safety concerns.
7. For larger gardens, perhaps a safety volunteer can be recruited to lead efforts.

Items to be included in a health and safety policy:

If you see a hazard, unsafe condition, or situation that could result in injury or ill health, take the appropriate action. Eliminate the hazard or unsafe condition only if you are able to do it safely and are comfortable taking the action to correct the hazard or unsafe condition. Otherwise, notify the garden organizer as soon as possible.

For life threatening or other significant incidents, call 911 immediately and then the garden coordinator. For minor, non-emergency, incidents gardeners should call the local non emergency phone number and then contact the garden coordinator as soon as possible.

Children

Consider what might be a danger to children even if it is not dangerous to adults. It might be a good idea to label spicy-tasting plants such as chili peppers as well as give verbal warnings.

Keep an eye on young children to make sure they are not harming themselves or plots in the garden, and that they do not wander off-site. Children of gardeners are expected to be under the supervision of their parent(s) or guardian(s) when at the garden site. Do not allow children to run around in the garden and keep track of all sharp tools and objects when children are present. Include rules that are specific and necessary – (i.e. Do not let children play on the road or near the compost pile).

Construction

When planning to build structures, obtain advice on design and construction from gardeners so as to ensure the structure is sturdy, safe and practical.

Keep paths clear and level.

Make garden bed edges strong so that they will not collapse.

Avoid edging garden beds with sharp, broken or pointed materials.

If digging a hole, make your work visible to gardeners passing by so they do not trip on it. Mark the excavation with colored tape or a barrier if you are leaving it for a while.

Hold Harmless Agreement

It is beneficial to have all gardeners, volunteers and community members that participate in any aspect of your garden project fill out a hold harmless agreement. This simple agreement basically holds the garden harmless from any liability, damage, loss, injury or claim that occurs in connection with association to your garden.

See appendix for sample Hold Harmless Agreement

Equipment Safety

Storage

Designate an area of the garden for storing materials and store materials so that they are unlikely to fall over or spill. Make sure sharp objects are not pointed outward. Place heavier materials close to the ground and lighter materials on top of these. Stack and store materials neatly so that they are easily accessible and out of the way of paths and places where people walk.

Avoid storing materials that the gardeners have no plans to use. This avoids community gardens from becoming eyesores.

Tool Use

Carry tools in a wheelbarrow, bucket or a basket and put them away when they are not in use and at the end of the season. Carry tools such as spades, garden forks and rakes in your hand rather than your shoulder to prevent accidentally hitting someone.

Be aware of your surroundings when using a tool and make sure other gardeners are out of the way to prevent someone from getting hurt.

Put tools out of the way when you are finished or not using them for a while. Keep tools out of paths and grass areas where they could be hidden from view of other gardeners to prevent tripping. Lean rakes and long handled tools against something when not in use. Place it with the pointed side or blade into the ground and away from where people might walk if you must lay it down. Push shovels, spades, and pitchforks into the ground in a visible area when not in use. Clean tools immediately to prevent rusting.

Power Tools

Only individuals who are 16 years of age or older (who own or rent power tools) can operate rototillers, lawn mowers, power weed trimmers, wood chippers, chain saws, or other power equipment in the garden. Be aware of the risks to children when using these tools.

It is important to keep tools clean and in good repair. If tools are shared, a person at the garden needs to be in charge of keeping tools in good repair, returned to their proper place or replaced if needed.

Physical Hazards

Pathways need to be kept free of debris and plants to ensure the safety of all garden visitors.

Sunburn and Dehydration

Wear a hat to avoid sunburn. If you sunburn easily, consider wearing a lightweight shirt with long sleeves as well as long trousers. Use sunscreen cream to avoid sunburn. If you are in the garden for more than a few minutes, remember to drink water to avoid dehydration and other ailments.

Lifting

When lifting something heavy, bend your knees and crouch down, then lift it by straightening your legs. To avoid back injuries, do not bend over to pick up something that is heavy.

Consider wearing gardening gloves to protect your hands and to avoid blisters from handling garden tools, and when doing garden construction and spreading compost and mulch. Wear enclosed shoes to protect your feet. Do not garden in sandals.

Other Precautions

If you suffer breathing difficulties or asthma, consider wearing a dust mask when making or turning compost or spreading mulch.

Personal Safety

Adult gardeners are responsible for their own safety.

Drugs or alcohol shall not be consumed on the garden site.

Be aware of your surroundings. Avoid secluded areas with high vegetation. It is better to garden with others. If individuals or groups of people taunt, bother, or seem threatening, leave the situation immediately.

Chemical Hazards

The use of herbicides, pesticides, and fertilizer is allowable only with the consent of the garden group and with strict adherence to all safety precautions pertaining to the product. These products may not be stored or mixed on the garden site.

Care with organic products

The manufacture of organic controls for garden pest and plant disease management (sometimes called 'botanic' controls because they are derived from plants) should be done under the guidance of a gardener or adviser who has experience and is knowledgeable of the precautions to be taken in production, handling and application. Contact the Nebraska Extension office at 402-472-2966 for more information on how to handle organic products.

Some organic pesticides can cause injury. When making, handling and applying insecticides such as chili spray, wear gloves and keep hands away from your face (chili in the eyes is painful). Avoid getting botanic sprays and other controls in your eyes or in cuts on your hands or legs. It is best to wear gloves when applying any botanic or synthetic control. Wash your hands after making, handling or applying any of these products.

Food Recovery

In a community garden, fertile land may be set aside to grow food specifically for community soup kitchens, food pantries, homeless shelters, or vegetable stands (where proceeds benefit a group or cause). Individual gardeners can also plant an extra row for the hungry and donate produce from their plots to share with those in need or other gardeners.

While it is fairly easy to identify agencies outside of the garden that will accept and distribute gleaned goods, a more challenging but directly rewarding method is to identify neighbors around the garden who would benefit from fresh produce. Neighbor-to-neighbor sharing requires that gardeners become familiar with the community around the garden encouraging their participation and investment as garden stakeholders.

Individuals in need range from small children in in-home child care to the elderly in retirement communities to recently arrived refugees to economically disadvantaged families. If it is challenging to pick out an obvious recipient for your fresh food donation, begin by sharing with a garden neighbor and building rapport. They may be able to direct you to someone in the neighborhood who would benefit from your garden excess. You might also look for direction from a community center, church, pantry, or other neighborhood organization to identify those in need. Any member of these populations (and so many more) would benefit from a thoughtful hand-delivery of fresh produce.

Neighbor-to-neighbor sharing not only builds community support for the garden but is a more sustainable means of food distribution. Time and energy are not wasted transporting goods to a facility outside of the garden to potentially be brought back to a home near the garden where it originated. Produce also remains fresher and is less likely to spoil when picked and delivered in the same day.

Most people would love to receive fresh food from the garden and since the point is to keep food from going to waste, you can't go wrong!

Ample Harvest

www.Ampleharvest.org

This website will help you find a food pantry near you to donate your extra produce or you can add your food pantry so local gardeners wanting to make a donation can find and contact you. (It's free!)

Garden Writers of American Plant a Row for the Hungry program

gardenwriters.org/Plant-a-Row

A good resource to encourage gardeners to plant extra and donate it locally.

Nebraska Law Regarding Donations and Liability

disaster.legalaidofnebraska.com/?p=413

Nebraska law (Neb. Rev. Stat. § 25-21, 189) provides that anyone who donates “perishable food or raw agricultural products” in good faith to a charitable or nonprofit organization that they believe to be “fit for human consumption” will not held civilly liable for any damages in a civil action for any injury or death because the food's actual condition.

Sustaining Your Garden/Evaluation

There are a number of aspects that affect the sustainability of a community garden. Some items to consider would include the following:

- Management
- Fundraising
- Recruiting
- New Gardeners
- Grants
- Evaluation

Management

Responsible management, administration of day to day operations of the garden, training of new members, the ability to raise funds, secure community relations or the capacity to attract new gardeners, and attitudes of local and state government leaders to community gardening.

Possibly the greatest challenge facing a garden is the fluctuating participation rates. Low levels of participation threaten the livelihood of a community garden because too few participants lead to improper maintenance which discourages potential gardeners, intensifying low participation and an unkempt garden. Adapted from communitygarden.org.au/evaluation

For more information on evaluation and to see in-depth evaluation tools visit the American Community Gardening Association website. Here is the link: communitygarden.org/resources/sample-evaluation-tools/

Fundraising

Even if you were able to raise enough money to get your garden project off of the ground, you should still think about how you will sustain the garden in the long run. If you are not running an entrepreneurial project where profits from sales can help you fund the next year of gardening, you may need continuing assistance in the form of materials and monetary funds to keep your project healthy and growing.

When starting a community garden it is important to include organizations and businesses as well as community members. They can be a source for funding and support and some may apply for plots in the garden. People become more committed to the success of the garden when they are involved early.

Keep your supporters informed of your progress and success. Send them photos of the project or invite them to a celebration at the completion of a project. Newsletters, social media, websites, list serves and flyers are also valuable in keeping supporters informed. It is important to make sure they know they are helping build a successful gardening program. It is just as important to give your supporters credit for helping through a webpage or even a sign in your garden. This is an opportunity to credit your contributors and may interest new sponsors.

Building relationships with your local non-profit and business communities is a great way to secure free or inexpensive materials for your garden project. It is a good idea to write a receipt for people who donate materials to you, because they may want to claim a tax deduction.

A portion of this information was provided by the School Garden Wizard. Schoolgardenwizard.org

Local Hardware Stores

Get to know the local hardware store owner or the manager of the local garden center at Home Depot or similar building supply stores. They often have bags of potting soil, mulch, stone, or vermiculite that are broken and not in condition to sell. They may sell to you at a reduced price. At the end of the season, such stores typically give away seeds, plants, and other seasonal materials that they don't want to store or that have a short shelf life.

Local Florists

A local florist can often be a supplier of plant material. They don't have time or space to nurse plants back to health and may gladly contribute them to your "garden hospital."

High Schools

Borrow materials from your local high school. Some high school science teachers may let you borrow materials from them that they aren't using. Make sure to return things in a timely fashion and in good condition.

Neighborhood Residents

Don't dismiss the goodwill of the neighbors around your garden. They have a vested interest in keeping the garden in good condition because it affects the value of their property.

Librarians

Work with a school or public librarian to identify books for the library that will be useful in the development and maintenance of your garden. This might include curriculum guides and general gardening books. Because libraries are continually updating their collections, they often donate books to non-profit organizations.

Interiorscape/Plant Rental Companies

Get to know the manager of the local interiorscape company. When their very large plants are no longer suitable for high price rental, they will give them away. These can make great additions to your garden.

Nurseries

Local nurseries often allow you to buy through them at "cost." This allows them to help you access gardening products from wholesale suppliers that you may not be aware of and allows them to help you out without depleting their own resources. They may also donate plants to you at the end of the season.

Recruiting New Gardeners

Even if you have a committed group of gardeners, think about getting new people interested in your garden. Ongoing recruitment is important for keeping your project moving forward, and for keeping existing gardeners enthusiastic about being involved. This process is not much different than what it takes to get your initial program team together, so it may be useful to remind yourself of the steps involved.

Get the Word Out

People won't come to you if they don't know who you are! Make your presence known by passing out fliers at festivals and events, posting signs at churches, schools, and businesses, and utilizing internet forums, blogs or websites. Sending out mailings is another way to target specific groups of people, and can be useful in reaching out to your neighbors or local organizations.

Throw a Party

Hosting an event at your garden - a picnic, barbeque, or concert - is an excellent way to introduce people to the members and goals of your group. Don't forget to send invitations out to your neighbors a week or so before the event, and make plenty of signs to publicize exactly what you are doing. Even the people who decide not to join you will feel included, and that is a great way to build support for your project. At events, make sure you ask people to sign a sign-up sheet and provide you with their contact information so that you can keep them updated on what's happening in the garden.

Pull out Your Address Book

Don't forget the people you already know. Ask group members to compile lists of people they know personally who may be interested in joining your group. Have everyone contact the people on their list, and then ask them if they know anyone else that may be interested as well. Ask your parents, siblings, and friends for people they know...you may be surprised at how many people you can contact this way.

Don't Give Up

Even if a certain tactic didn't work once, that does not mean that it won't work the second or third time around. Seeking out new members for your team can sometimes be frustrating, time-consuming work, but just one committed recruit can make it all worth your while.

Grants

You may want to look at grants to help get your garden off on the right track or for a specific garden project. Your best opportunities will be with local funders who will see the real impact of your project. Ask nonprofits in your area for suggestions of who to approach, or partner with an existing nonprofit to apply for funds.

Evaluation

Your community garden is a work-in-progress. Performing an evaluation or self-assessment after the garden has been constructed is very useful to inform future plans, enhance and sustain the entire project, and determine the degree to which you met your goals.

Be open to new ideas and change

Do not let yourself get stuck in the "way we have always done it." Make sure you let your supporters know that your project is flexible and evolving, and that you are willing to take suggestions and advice.

Creating a track record

Even though it can be a challenge to think in numbers, numbers do speak to some people - particularly grant foundations! If you start early on tracking your progress, you can make a case when applying for a grant or approaching a new donor. Depending on the type of garden project you are involved in you can track numbers like: pounds of produce grown/sold/donated; number of youth/adults/seniors/children involved; value of neighbor properties; health impacts on gardeners; (for training programs) job skills learned, job-placement rates, etc.

Sample Gardening Evaluation Questions

1. How often do you usually participate in garden activities?

Daily	4-5 times a week	2-3 times a week
Once a week	Two times a month	Three times a month
Once a month	Less than once a month	

2. Please rate each of the following aspects of working at this garden.

	Excellent	Good	Fair	Poor
a. The location of the garden(s) distance from your home	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The equipment provided to do the work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The quality of the garden resources (soil, water, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. The variety of food produced at the garden(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. The organization/management of the garden(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. The helpfulness of staff/volunteers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. The knowledge of staff/volunteers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. The social atmosphere at the garden	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. What do you like best about coming to this garden?

4. What do you like least about coming to this garden?

5. Please list any suggestions you have for next year.

Appendix

Further Resources

Building Communities from the Inside: A Path Toward Finding and Mobilizing a Community's Assets. 1993. John P. Kretzman and John L. McKnight. Institute for Policy Research, Northwestern University.

The Citizen's Handbook: Practical Assistance for Those Who Want to Make a Difference 2006. Charles Dobson. Vancouver Citizen's Committee.

Community Garden Security. December 2005. Community Action Coalition of South Central Wisconsin, Inc.

Community Garden Start-up Guide. Rachel Surls with Chris Braswell and Laura Harris. Updated March 2001 by Yvonne Savio. University of California Cooperative Extension; celosangeles.ucdavis.edu/garden/articles/startup_guide.html.

Community Gardening in Rural Regions: Enhancing Food Security and Nutrition. December 1999. Ashley F. Sullivan. Center on Hunger and Poverty, School of Nutrition Science and Policy, Tufts University.

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From Neglected Parcels to Community Gardens: A Handbook. Brian Emerson with Ginger Ogilvie, Celia Bell, Don Anderson, Agnes Chiao and Rob Ferris. Wasatch Community Gardens.

Ground Rules, a legal document for community gardens, created by National Policy & Legal Analysis Network to Prevent Childhood Obesity and ChangeLab Solutions
[www.changelabsolutions.org/sites/default/files/CommunityGardenToolkit_Final_\(CLS_20120530\)_20110207.pdf](http://www.changelabsolutions.org/sites/default/files/CommunityGardenToolkit_Final_(CLS_20120530)_20110207.pdf)

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Multiple Benefits of Community Gardening. Gardening Matters Minneapolis, Minnesota. Raised-Bed Gardening. March 2003. Christopher J. Starbuck, Department of Horticulture, University of Missouri. University of Missouri Extension Publication

Nebraska Community Garden Task Force Final Report, 2016, available at ourbesttoyou.nebraska.gov/

Starting a Community Garden. American Community Gardening Association. Vision to Action: Take Charge Too. 2001. Green, G.P., T.O. Borich, R.D. Cole, D.L. Darling, C. Hancock, S.H. Huntington, M.S. Leuci, B. McMaster, D.B. Patton, F. Schmidt, A.H. Silvis, R. Steinberg, D. Teel, J. Wade, N. Walzer, and J. Stewart. North Central Regional Center for Rural Development, RRD 182.

What Good is Community Greening? 1995. David Malakoff. American Community Gardening Association.

Whitmire Study: Gateway Greening Community Garden Areas, Reversing Urban Decline. Public Policy Research Center, University of Missouri-St. Louis. Gateway Greening, Inc.

Dundee Community Garden Guidelines and Rules

Guidelines and Rules for ALL members

- I will not use fertilizers, insecticides or weed repellents that will in any way affect other plots
- I will adhere to Organic Gardening Guidelines, included with this agreement.
- I will agree to volunteer 8 hours/year toward community gardening efforts.
- I will comply with City of Omaha pet guidelines.
- I will be a good neighbor toward others and follow safe gardening practices.
- I understand that neither the garden group nor owners of the land are responsible for my actions.

I THEREFORE AGREE TO HOLD HARMLESS THE COMMUNITY GARDEN COMMITTEE AND OWNERS OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

Guidelines and Rules for Individuals/Groups with Garden Plots:

- I will follow the above guidelines and rules for ALL Dundee Community Garden Members.
- I will pay a non-refundable fee of \$20.00 per growing season to help cover gardening expenses.
- I will assume responsibility for maintaining my plot including weeding, organic gardening practices, planting crops that will not shade neighboring plots, and keep litter picked up.
- If I must abandon my plot for any reason, I will notify a Board Member as soon as possible so it can be reassigned.
- If my plot becomes unkempt, I understand I will be given 2 weeks notice to clean it up. At that time, it will be reassigned or tilled in.
- I will pick only my own crops unless given permission by another plot user.

What Does Your Membership Pay For?

4' x 10' growing plot
Access to water
Compost when available
Miscellaneous garden upgrades
Information printing and mailing

www.dundee garden.org

Dundee Community Garden Watering Guidelines

Please water plants using water from the rain barrels, rather than from the hose at the house, as much as possible. You may fill watering cans from the house if the rain barrels are empty.

Important points for gardeners to remember when watering include:

1. Water deeply and infrequently. Deep watering promotes the development of a deep, extensive root system. Frequent, light watering promotes shallow rooting. Deep-rooted plants will be able to survive hot, dry weather much better than shallow-rooted plants because they will be able to reach the moisture deep in the soil.

A deep watering once a week should be adequate for fruit, vegetable, and flower gardens. Apply approximately 1 inch of water per week.

2. Water efficiently. Mornings and evenings are excellent times to water gardens. Water directly at the plant roots, and avoid getting the leaves wet when possible.

3. Mulch plants to conserve soil moisture. Mulching reduces the rate of evaporation from the soil surface and also limits weed competition. Organic materials, such as grass clippings, straw, and shredded leaves are excellent mulches for the vegetable garden. Wood chips, bark, and ground corncobs are good choices for perennial beds and trees and shrubs. The depth of the mulch depends on the type of material used and crop. Optimum depth in the vegetable garden ranges from 2 to 3 inches for fine materials, such as grass clippings, to 6 to 8 inches for straw.

Average plant watering needs (once plants are established):

Beans: weekly, ½ cup per plant; twice weekly in very hot weather; #; ##

Carrots: weekly, ¼ cup per plant; need constant moisture until mature

Chard: weekly, 1-2 cups per plant; twice weekly in very hot weather

Corn: weekly, 1 cup per plant; twice weekly in hot weather

Cucumbers: weekly, 2 cups per plant; twice weekly in hot weather; #; ##

Eggplant: weekly, 2 cups per plant; twice weekly in hot weather, #

Lettuce: weekly, 1 cup per plant, twice weekly in hot weather, ##, do not water at night

Parsley: weekly, 1 cup water per plant; #

Peppers: weekly, 1 cup per plant when young, 2 or more cups when larger, ##

Tomatoes: weekly, 1 gallon per plant; twice weekly in very hot weather; ##

Zucchini /Summer Squash: weekly, 2-4 cups per plant depending on size, twice weekly in hot weather; ##

Do not let the soil dry out

Keep water off the plant leaves (can lead to fungus, infection, mildew, etc.)

Information compiled from Richard Jauron, Department of Horticulture, and *Square Foot Gardening*

Model Community Garden Plot Agreement

Welcome! Thank you for your interest in community gardening!

This community garden is under the jurisdiction or management of the Recreation and Park Department. Therefore, please be mindful that the operation of this garden is regulated by municipal codes and the Park Code, including those outlined in the Recreation and Park Department's Community Garden Policy available at www.parks.sfgov.org.

The Recreation and Park Department is truly excited by your interest in becoming a community gardener. You are a part of a growing trend in urban agriculture. This garden provides you the opportunity to create beauty, serenity, and abundance within the urban confines of San Francisco. Whether your interest lies in growing organic produce or creating beautiful landscapes, you are a steward of public land. You are agreeing to share use of land, on which you will garden, with other San Franciscans. On it you may grow, for your noncommercial use, food, flowers, and herbs that may satisfy your hunger or delight your aesthetics or spirit. Community gardening implies self-sufficiency, including obtaining the materials you need and learning the skills essential to gardening.

With this consent, you are participating in a shared agreement with both rights and responsibilities. You may keep your plot as long as you like, as long as you abide by this agreement. Community garden members are welcome to use a plot and share care of the garden with the following understandings:

Your rights as a community gardener

1. You have the right to garden as long as you wish. Automatic renewal is based upon living up to this and specific garden agreements.
2. You have the right to the following basic amenities such as access, water, and hoses.
3. You have the right to equal opportunity and non-discrimination.
4. You have the right to a reasonably harmonious environment, and to appropriate conflict resolution measures when necessary.
5. You have the right to participate in the democratic self-governance of your community garden and annually elect your Garden Coordinator(s).
6. You have the right to garden in this space, and to the non-commercial use of the bounty your labors provide.
7. You have a right to an orientation to your garden by the Garden Coordinator or other assigned garden office-holder.

From rights stem responsibilities. Because you and your fellow gardeners have these rights, you also share a collective responsibility. You agree that these responsibilities include things that are standard in all gardens and others that have specifically been decided by your community garden.

Responsibilities standard in all gardens:

1. To care for the land - active gardening requirement year-round. Gardeners are responsible for keeping their plot and the paths surrounding their plot clean and free of weeds. Gardeners shall at no time plant or weed in any other person's plot, except as directed by the Garden Coordinator on garden work days* or by prior agreement with that plot holder.
(* Garden Coordinator must provide 7 days of advance notice to the plot holder prior to the garden work day.)
2. Maintain your plot within its confines without plants encroaching into common areas or other plots. No plants may be higher than 6 feet over soil level in plots. Beds may not be raised higher than 3 feet.

3. No altering of the dimensions of a plot or of the surrounding area.
4. Keep common areas clear.
5. Be civil and cooperative in regard to other gardeners, neighbors, and the public.
6. 'Organic Gardening' practiced here. Abide by City rules regarding best organic practices. No herbicides or pesticides may be used, except for organic-based materials, such as iron phosphate for snail and slug bait. Please note that certain plants are not responsive to herbicides, such as poison oak and blackberry. Contact the Recreation and Park Department for recommended removal techniques.
7. Be mindful of water usage. Gardens shall be managed for best practices in water conservation (e.g., drip irrigation, time of watering, clustering like plantings in zones). Minimize water waste. Ornamental plantings should be targeted to drought-resistant species.
8. Sign the Waiver, Release and Hold Harmless Agreement and return to the Garden Coordinator or the Recreation and Park Department's Community Garden Program Coordinator.
9. Anyone you wish to garden with you in your plot, at the time you sign this agreement, must also sign this agreement.
10. Garden Coordinator/Garden approval is required for adding someone at a later date. If approved, the new gardener signs this agreement.
11. Plots cannot be given away by you to anyone else.
12. In case of illness, pregnancies, travel et al, inform your Garden Coordinator about your situation. Either party finds a temporary person to garden in your stead; this person signs a temporary version of this agreement to end on a date of no longer than a three-month duration.
13. Gardeners agree to respect the peace and quiet of the surrounding neighborhood. Children and guests should also be instructed to refrain from walking on garden plots, or damaging or taking plants, or fruits thereof, that do not belong to them.
14. Follow security guidelines recommended by the Recreation and Park Department. Trust your instincts and know your gardening partners and neighbors.
15. REASSIGNMENT: The Garden Coordinator shall notify non-active gardeners with a verbal, telephone or email warning. If active gardening does not resume within 15 days, or the gardener has not responded to messages from the Garden Coordinator, or the garden member is not reachable, then a written 30-day notice to resume activity shall be issued.

City of Burnsville Garden Plot Application

20__ Season: May 1- October 26

Applicant Information

Last Name _____ First Name _____
Street Address _____ City _____ Zip Code _____
Home Phone _____ Work Phone _____

Location of Community Garden

Neill Park-1350 Upton Avenue- West of 35W off of Burnsville Parkway on the North East corner of Upton Avenue and Burnsville Parkway.

Plot Rental

Plots will be available beginning May 1, 2008. Renting a garden plot can be done in person at the Burnsville Recreation Department or through mail by completing this form and signing the rental agreement and returning both with payment to City of Burnsville, Recreation Department, 100 Civic Center Parkway, Burnsville, MN 55337

Payment Information

ENCLOSE \$35.00 Rental Fee

Payment Type: ☐ Cash ☐ Check ☐ Visa ☐ MasterCard

Make checks payable to: City of Burnsville

Credit Card Number: _ _ _ _ - _ _ _ - _ _ _ - _ _ _ _

Expiration Date: _____ Signature _____

For Office Use Only

Date Received: _____ Processed by: _____

Plot Allotted: ☐ Yes ☐ No Plot # Assigned: _____

City of Burnsville
Recreation Department
100 Civic Center Parkway, Burnsville, MN 55337
PH 952-895-4500 FAX 952-895-4512

City of Burnsville Community Garden Use Agreement

The City Agrees To:

1. Prepare the garden plot for planting.
2. Stake out each 8' x 4' plot and identify all plots by number.
3. Make water accessible to gardeners.
4. Refund rental fee if requested in writing prior to _____, 20_____.

I, The Community Gardener, Agree To:

1. Keep garden pests (weeds, insects and diseases) under control using only approved pesticides.
2. Herbicides are prohibited.
3. Be a good gardening neighbor:
 - a. Limit activity for me and my family or guests to my personal plot.
 - b. Park my car in the upper parking lot.
 - c. Harvest produce from **my** garden plot only
 - d. Remove paper and trash from the area.
4. Supply my own seeds, fertilizer and tools for proper preparation and cultivation of crops.
5. Clean up my garden plot by _____, 20_____
6. Agree to comply with all federal, state, and local laws and regulations.

The community gardener shall keep his/her garden plot cultivated and shall abide by the following restrictions:

- a. No structure shall be built on the premises (garden plots) and no tall growing trees shall be planted thereon.
- b. No temporary fixtures, portable equipment, or materials shall be placed on the premises which may tend to create a nuisance.
- c. No automobiles, trucks, or trailers shall be parked on the premises.
- d. No use of the premises shall be made which tends to induce third persons to drive or trespass upon Land adjacent to garden plots, or which give rise to valid objections to such use from residents in the area.

The community gardener shall place organic waste in either of the compost piles at the end of the garden. (Discuss removal with local waste management company)

Individual gardens may be fenced with chicken wire no more than three feet in height to protect crops from rabbits.

The community gardener agrees to assume all liability and to indemnify and compensate the City for any injury or damage to person or property including Neill Park's property or employees occasioned by or arising in connection with the use of the premises by the community gardener. The community gardener further agrees to defend, indemnify and hold harmless the City and Neill Park against all actions, claims, damages or demands which may be brought or made either against the City or Neill Park's interest in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the rights and privileges herein granted.

The City may terminate a community gardener's use of City property under this Agreement immediately upon violation of any of the terms of this Agreement or the rules adopted in connection with the use of the Garden Plots.

THE CITY OF BURNSVILLE AND NEILL PARK ASSUME NO LAIBILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA. NEITHER DOES THE CITY OR NEILL PARK ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS DUE TO THEFT.
--

I agree to abide by these conditions set forth for the Community Gardener.

APPLICANTS SIGNATURE _____ DATE _____

City of Burnsville Community Garden

Rules & Regulations

1. Participants may garden at their own convenience during the hours of 5:00 am to 10:00 pm, seven days a week. No gardening will be conducted outside this time frame.
2. The Community Garden is intended for personal use only. Gardening for commercial purposes is not allowed.
3. Pets are not allowed in the community garden area.
4. Children in the community garden area must be supervised at all times.
5. Garden plot participants are expected to keep their plots clear and free of weeds, grass, and other debris that can harbor insects. Weeds over one (1) foot in height or weeds with seed heads must be removed. Weed definitions include: devil or crab grass, which can spread and choke off other plants.
6. Weeds and cuttings from your garden plot must be taken to the North East corner of the fenced in area and placed in the designated containers supplied by the city.
7. All weeds, cuttings, and other debris must be removed with each visit or before becoming a nuisance.
8. Absolutely no dumping of debris into other garden plots is allowed.
9. Garden plots may not be used to grow illegal plants, plants that do not bear vegetables or spices, or trees of any kind.
10. Crops, plants, vines and vegetation must be contained within the boundaries of one's garden plot. Overlapping onto adjacent pathways or garden plots is prohibited.
11. No fertilizers, insecticides or herbicides will be used that will in any way detrimentally affect adjacent gardens plots or grass areas.
12. Structures, other than trellis for vines and melons, are not allowed in the community garden.
13. One water spigot will be supplied by the city for the entire community garden to utilize. No hoses may be used; you are required to supply your own bucket for transport.
14. All crops must be harvested by October 26, 20__ or will be destroyed.
15. All non-compostable materials must be removed by October 26, 20__ or will be destroyed.
16. The City of Burnsville assumes no liability for any injury, damage, theft or loss of property belonging to garden user participants, before, during, or after their usage and/or lease.
17. The City of Burnsville reserves the right to have full access to all garden plots at any time in order to ensure that all rules, regulations, and laws are being observed, and if necessary may terminate a garden plot lease or activity for the safety and welfare of city property.

Gardener Application

1. Gardener: _____

2. Gardening partner: _____

3. Gardener address: _____

4. Gardener phone: _____ Partner phone: _____

5. Gardener email: _____ Partner email: _____

6. Did you have a plot at this garden last year? Yes ____ No ____

7. Number of plots this year ____ Fee per plot \$ ____ Total plot fee paid \$ ____

8. Please sign up for at least one of the garden jobs/crews listed below. Refer to page 4 for a description of each job.

- | | |
|---|--|
| <input type="checkbox"/> Garden co-Leaders | <input type="checkbox"/> Events crew |
| <input type="checkbox"/> Plot coordinator | <input type="checkbox"/> Grounds crew |
| <input type="checkbox"/> Maintenance crew | <input type="checkbox"/> Composting crew |
| <input type="checkbox"/> Treasurer | <input type="checkbox"/> Supply crew |
| <input type="checkbox"/> Outreach and community relations | <input type="checkbox"/> Horticulture advisors |
| <input type="checkbox"/> Monitors | <input type="checkbox"/> Security |
| <input type="checkbox"/> Translation | <input type="checkbox"/> Leadership team |

9. If you are a new gardener, would you like an experienced gardener to help you?
Yes ____ No ____

10. If you are an experienced gardener, would you like to help a new gardener?
Yes ____ No ____

11. Photo Permission: From time to time, gardeners, garden leaders and the media will take photos of the garden. Please check here (☐) if you do not give your permission for your photo to be published. If you do not give your permission, please let photographers know when you encounter them at the garden.

12. Phone and email: All gardeners are required to share their phone number and email address with garden leaders. In addition, a gardener phone and email list is shared with all gardeners. Please check here (☐) if you do not give your permission to share you phone number and email with all gardeners.

By signing below, I agree that I have read and understand the Gardener Guidelines and plan to abide by all of the garden rules. I understand that neither the garden group nor owners of the land are responsible for my actions. I therefore agree to hold harmless the garden group and owners of the land for any liability, damage, loss or claim that occurs in connection with use of the garden by me or my guests.

Signature

Date

Hold harmless agreement

It is beneficial to have all gardeners, volunteers and community members that participate in any aspect of your garden project fill out a hold harmless agreement. This simple agreement basically holds the garden harmless from any liability, damage, loss, injury or claim that occurs in connection with association to your garden.

Sample Waiver, Release and Hold Harmless Agreement

Community Garden in Omaha, NE

(Print Name of Garden)

In consideration for being granted permission to work as a gardener at the above-referenced Community Garden (the "Community Garden"), I, the undersigned, hereby agree for myself and for my personal representatives, heirs and next of kin:

1. To release, waive and discharge the City and County of San Francisco, and its commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "City") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden, whether caused by the City's active or passive negligence or otherwise. I understand that this release extends to claims that I do not know or do not expect to exist at the time of the signing of this release, and I hereby waive the protections of California Civil Code Section 1542.
2. To protect, hold free and harmless, defend and indemnify the City from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden, whether caused by the City's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the City.
3. To assume full responsibility for and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the Community Garden, from any cause whatsoever, whether caused by City's active or passive negligence or otherwise.
4. That neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to any property owned by me, or my agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Community Garden or its use by me.
5. Expressly acknowledge that the permission granted hereunder is freely revocable by City and in view of such fact, I expressly assume the risk of making any expenditures in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of myself or other waivers contained in this permission and as a material part of the consideration for this permission, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this permission.

6. In the event the granted permission to work as a gardener hereunder is terminated by City, I acknowledge that I will not be a displaced person at the time this permission is terminated or revoked or expires by its own terms, and I fully RELEASE, WAIVE AND DISCHARGE
- 1 Forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.
7. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my uses hereunder. City would not be willing to give this permission in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of City or its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), and I expressly assume the risk with respect thereto. Accordingly, without limiting any indemnification obligations of myself or other waivers contained herein and as a material part of the consideration for this permission, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including without limitation, losses arising out of disruption to my uses) and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of my work as a gardener, the permission granted by City, or the uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence or willful misconduct of City or its Agents.

Signature: _____ Date _____

Gardener Information

Name (print): _____ Address: _____

E-Mail: _____

Telephone: (Day) _____ (Evening) _____

Emergency Contact Information:

Name: _____ Relationship _____

Telephone: (Day) _____ (Evening) _____

For File

Garden Coordinator: _____ Date _____

Sample Land Use permission form

The following form is intended as a guide only; be sure that the final agreement you use meets the needs and details of your group and the property owner.

I, _____ give permission to
(property owner's name)

_____ to use the property located at
(community garden project)

_____ as a community gardening project, for the
(site's street address)

term of _____ years beginning _____ and ending _____.
(start date) (ending date)

This agreement may be renewed with the approval of both the property owner and the community garden organization at the end of the agreement period. All questions about the community garden, its nature, risks or hazards, have been discussed with the garden coordinator to my satisfaction.

The community garden agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the community garden, and from any and all actions or causes of action arising from the community garden's occupation or use of the property.

As the property owner, I agree to notify the community gardening organization of any change in land ownership, development, or use 60 days prior to the change in status.

Property owner's signature

Date

Sample Letter to Property Owner

Dear,

My name is _____. I am contacting you on behalf of the _____ Community Garden Committee, a group of residents working on starting a community garden. Our committee has met several times for planning meetings and has started building a strong and diversified coalition of supporters for the garden including (List local community members and business who are willing to participate in the garden).

We've recently started searching for potential sites for the Community Garden and have come across your property at _____. As you might guess, the purpose of this letter is to inquire about the possibility of using your land as the site of the garden.

We'd love to speak with you in person or over the phone to discuss what hosting a community garden on your property would entail. We'd also like to present to you the beautiful and vibrant community gathering space we envision and discuss our proposal in detail.

In general, the garden would be a place where community members who don't have their own gardening space, or who have too much shade could grow nutritious produce on plots that they would rent for the cost of maintaining the garden each year. In addition to making individual plots available to community members, the garden would serve as a gathering place facilitating positive social interactions. Other possible uses for community gardens include offering adult educational workshops, youth gardening programs, growing food for local food bank, and integration within senior centers.

The garden would be managed by _____ the elected Garden Coordinator to oversee the project in its entirety, a Treasurer to handle the money generated by fundraising and the plot rental fee, and a Garden Steward who would be in charge of general maintenance of the garden and to make sure that all the gardeners are maintaining their individual plots (this means you would no longer need to take care of the site yourself).

Some of the technical issues that would need to be discussed include negotiating a lease, liability insurance, garden rules and regulations, and water access and billing. Of course, all costs for the community garden project would be covered by the committee and the gardeners.

I've included with this letter some general information about community gardens provided by _____ Community Garden including a list of some of the benefits community gardens can bring to a community. This is a well-organized group of interested Avenues residents committed to the creation and continued upkeep of a community garden in the neighborhood. We hope this will help you trust that the garden will be a success if you granted us permission to use your land.

I thank you for your consideration of our proposal. Please feel free to contact me over the phone, email, or by letter to discuss the community garden project in more detail. My phone number, email address, and mailing address are included below. Thanks again.

Respectfully,

(Garden Representative)

SAMPLE Community Garden Site Assessment List

Sun:

- ☐ Shade/ Partial Shade/ Full Sun (6-8hrs):
- ☐ Shading Structure Description:
- ☐ Facing Southwest/South/Southeast/North/Northeast/Northwest:

Soil:

- ☐ Texture (sand/silt/clay/organic matter):
- ☐ Drainage (wet-moderate-dry):
- ☐ Depth of Topsoil (where darker soil ends):
- ☐ Compact/Loose:
- ☐ ph level (soil test):
- ☐ Nutrient levels (soil test): N-P-K
- ☐ Lead or Other Toxins (soil test):

Topography:

- ☐ Flat or sloped (degree)

Water Access:

- ☐ On-site/Neighboring Apt./Home/Business/Church
- ☐ Type and Proximity to Garden and Future Plots:

Shed or Tool Box Site:

Composting Site:

Estimate of # of Plots:

Visibility (safety and publicity):

Parking:

Restroom Access:

Power:

Neighborhood:

- ☐ Interest/Involvement Level of Neighbors:
- ☐ Demographic Profile (Children/young adults/adults/senior citizens):
- ☐ Crime (drugs/vandalism/violent crime/theft):
- ☐ Animals (deer/raccoons/dogs):

Site History (parking lot/gas station/residential):

Vehicle Access:

Fencing/Boundaries

Quick Sketch of Property:

Source: <http://wasatchgardens.org/files/images/FromNeglectedParcelsToCommunityGardens.PDF>

MODEL GARDEN AGREEMENT

Modeled after example from National Policy & Legal Analysis Network to Prevent Childhood Obesity and ChangeLab Solutions, available as part of Ground Rules, a legal document for community gardens at:

[http://www.changelabsolutions.org/sites/default/files/CommunityGardenToolkit_Final_\(CLS_20120530\)_20110207.pdf](http://www.changelabsolutions.org/sites/default/files/CommunityGardenToolkit_Final_(CLS_20120530)_20110207.pdf)

Please modify this document to fit your garden's situation.

THIS GARDEN AGREEMENT (the "Agreement") dated as of _____, 20____, between _____ (the "Landowner") and _____ (the "Gardener").

I. PROPERTY, USE, TERM, RENT AND RENEWAL

- a. **Property.** Landowner owns a home located at _____ (referred to as the "Property"). Gardener acknowledges and understands that the Property is a home. Gardener agrees to respect Landowner's privacy and personal space, and therefore agrees not to enter onto portions of the Property that are not designated for use by Gardeners.
- b. **Use.** Landowner agrees to allow Gardener to use the Property for the purpose of growing a food garden.
- c. **Term.** The term of this Agreement is one (1) year starting on _____, 20__ and ending on _____, 20__. This Agreement will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section IV.
- d. **Renewal.** This Agreement will automatically renew for additional one (1) year terms unless either Landowner or Gardener provides written notice the other of nonrenewal no later than sixty (60) days prior to the end of the current term.
- e. **Rent.** On the date that this Agreement is signed and on each following anniversary, Gardener will pay Landowner \$_____ in rent for the next year. For each renewal term, Landowner may, in its sole discretion, increase the amount of the annual rent payment by up to _____% by notifying Gardener sixty (60) days prior to the start of such renewal term.
- f. **Late Payment.** Gardener's failure to pay rent within seven (7) days of when the payment is due breaches this Agreement. If that happens, Landowner will have all the rights and remedies provided for in this Agreement and under law in the case of non-payment of rent. IN addition, Landowner may charge Gardener interest on any unpaid rent at the rate of one percent (1%) monthly, calculated from the sixth (6) day after payment became due and continuing until paid.
- g. **Security Deposit.** On the day the Gardener signs this Agreement, Gardener will pay Landowner \$_____ as a security deposit to secure performance of Gardeners duties under this Agreement. If Gardener breaches this Agreement, Landowner may apply all or any part of Gardener's security deposit to any amount Landowner pays by reason of Gardener's default and to any damages to which Landowner is entitle under this Agreement, whether those damages accrue before or after eviction proceedings or other reentry by Landowner. If Gardener has not defaulted under this Agreement, Landowner will return Gardener's security deposit to Gardener when the Agreement Terminates.

II. OPERATION AND MAINTAINANCE OF PROPERTY

- a. **Property As-Is.** Gardener acknowledges that Landowner is not making any representations, warranties, promises, or guarantees of any kind to the Gardener, this includes without limitation, any representations about the quality, condition, or suitability of the Property for use as a garden. In deciding to enter into this Agreement, Gardener has made his/her own independent evaluation of the suitability of the Property for a garden.
- b. **No Landowner responsibilities.** Gardener has sole responsibility for the planning, setup, management, and carrying out of his/her operations on the Property. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Property, or to provide any services or other support.
- c. **Comply with Laws.** Gardener will use and operate the Property in compliance with all applicable zoning, environmental and other laws and regulations.
- d. **No alterations.** Gardener may not make or permit any alterations or improvements to the Property without Landowner's prior written consent. On the expiration or termination of this Agreement, all improvements and alterations to the Property will belong to Landowner, except for sheds or other non-permanent improvements, and Landowner will have no obligation to reimburse Gardener for said improvements or alterations.
- e. **No Transfers.** Gardener may not assign, mortgage, pledge, encumber, or otherwise transfer this Agreement, or sublet or allow the Property or any part of the Property to be used or occupied by others, except by person maintaining a plot. Any attempt to transfer in contravention of this Section i.e. is void and is a default under this Agreement.
- f. **Right of Inspections.** Landowner may enter the Property at all reasonable times to inspect the Property and evaluate whether Gardener is in compliance with the terms of this Agreement, and for purposes of taking any other actions Landowner believes are appropriate to protect Landowner's interest in the Property, or to offer the property for sale. This section does not impose any duty on Landowner to inspect the Property, report to Gardener the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Property.
- g. **Liens.** Gardener will not incur, create, assume, or permit the creation of any lien on any portion of the Property. Gardener will keep the Property clear of any and all liens arising out of any work performed or materials furnished to Gardener for/or at Property, and any other obligations Gardener incurs.
- h. **Commercial Enterprise Prohibited.** Gardener will not undertake or allow the undertaking of any commercial enterprise, including but not limited to sales of produce, on the Property.

III. EXPENSES

- a. **Utilities.** Landowner agrees to pay for utilities associated with the residence. Gardener agrees to pay for water used for the garden, as previously agreed upon by the party.
- b. **Taxes.** Landowner will have sole responsibility for all property tax returns and payments relating to the Property required by any federal, state, or local tax authority. Gardener will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with Gardener's operations.

IV. TERMINATION

- a. **At Will.** This Agreement may be terminated at any time by either Landowner or Gardener. Such a termination will be effective thirty (30) days after delivery by the terminating part to the other party of a written notice of termination under this Section IV.a.
- b. **Breach by Gardener.** If Gardener breaches any of its duties or obligations under this Agreement, Landowner may provide Gardener with written notice of the breach. If Gardener fails to cure the breach within fourteen (14) days after receipt of such notice,

Landowner may terminate this Agreement by providing written notice, with the termination date effective thirty (30) day after delivery of such notice to Gardener.

- c. **Yielding Possession.** Upon termination of this Agreement, Gardener will leave and surrender the Property to Landowner in at least as good order and condition as on the date this Agreement was signed.
- d. **Cooperate in Transition.** Upon termination or expiration of this Agreement, the rights of Gardener under this Agreement will immediately, automatically, and without consideration terminate and revert to Landowner. Gardener and Landowner will cooperate in good faith in reasonable transition activities prior to and after termination of this Agreement in order to minimize impact on the community and Landowner's use of the Property.
- e. **Holding Over.** If Landowner terminates this Agreement, any holding over by Gardener after termination of this Agreement without Landowner's express written consent is not a renewal or extension of the Agreement and will not give Gardener right in or to the Property.
- f. **Cumulative Rights.** All of the Landowner's rights, powers, and remedies under this Agreement are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to the Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

V. INDEMNITY AND WAIVER OF LIABILITY

- a. **Indemnification.** Gardener will defend, indemnify, hold and assigns harmless Landowner and Landowner's directors, officers, employees, and agents against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together losses), including without limitation, losses arising from any death, property damage, or injury of any nature that may be suffered or sustained by Gardener or any of Gardener's contractors, family members, guests, or any other person in a relationship with Garden or otherwise participating in or present in the Garden which may arise directly or indirectly from (a) Gardeners Parties' use or operation of or presence on the Property, (b) any breach by Gardener or this Agreement, including, without limitation, Gardener's failure to enforce garden rules and regulations, except to the extent the loss is caused by the gross negligence or willful misconduct of Landowner. Section V.a. will survive any termination of this Agreement.
- b. **Waiver of Liability.** Gardener releases and waives all claims against any Landowner with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Gardener from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of Landowner; (b) any loss or damage or injury to any property on or about the Property belonging to Gardener, except to the extent such injury or damage is to property not covered by insurance carried by Gardener and is caused by gross negligence or willful misconduct of such Landowner, or (c) the condition of the Property and suitability of the Property for use as a urban garden. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Gardener caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Property, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Property, or by anything done

or omitted to be done by Gardener Parties or any other person on the Property. In addition, Landowner shall not be liable for any Losses for which Gardener is required to insure. Section V.b. will survive any termination of this Agreement.

VI. GENERAL PROVISIONS

- a. **Entire Agreement.** The Agreement is the entire agreement between Landowner and Gardener and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Gardener relating to the same subject matter.
- b. **Modification and Severability.** This Agreement may be modified only as stated in a writing signed by both Landowner and Gardener which states that it is an amendment to this Agreement. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.
- c. **Waiver.** Any waiver of any term of this Agreement must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement will not be considered a waiver of that party's rights under this Agreement. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
- d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.
- e. **Third-Party Beneficiaries.** Except as specifically provided in Section V. of this Agreement, this Agreement is for the exclusive benefit of Landowner and Gardener, and not for the benefit of any third party including without limitation, any gardener or volunteer of Gardener.
- f. **Notices.** Notices and consents under this Agreement must be in writing and delivered by mail, courier, or fax to the addresses set out on the signature page of this Agreement. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section VI.f. will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.
- g. **Governing Law; Jurisdiction and Venue.** This Agreement is governed by Nebraska Law. Gardener consents to the exclusive jurisdiction and venue of the state and federal court of Lincoln, Nebraska.

IN THE WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Landowner: _____
Address: _____ Date _____

Telephone: _____

Gardener: _____
Address: _____ Date _____

Telephone: _____